



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

December 19, 2006

IN REPLY PLEASE  
REFER TO FILE: PD-1

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**EL PUEBLO DE LOS ANGELES STATE HISTORIC PARK  
PEDESTRIAN IMPROVEMENTS PROJECT  
COUNTY-LA PLAZA DE CULTURA Y ARTES FOUNDATION  
COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of the Board to sign the enclosed Agreement between the County and La Plaza de Cultura Y Artes Foundation (Foundation) for the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements project. The Agreement provides for the Foundation to perform all work necessary to complete the preliminary engineering for the project and for the County to review and approve all preliminary engineering submittals and to reimburse the Foundation for the cost of the preliminary engineering, currently estimated to be \$324,000, using Los Angeles County Metropolitan Transportation Authority (Metro) grant funds.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County and the Foundation are collaborating on the design of an enhanced pedestrian walkway from El Pueblo de Los Angeles State Historic Park to the Fort Moore Memorial. The proposed project consists of renovation of the existing walkway from Spring Street to Main Street; continuation of the walkway through an existing County-owned parking lot; renovation of the existing stairway from Broadway to Hill Street; installation of way finding signs along the entire walkway route to direct

pedestrians to various city landmarks; and installation of a kiosk. The proposed project will enhance linkage of pedestrian routes and improve conditions for pedestrian access to cultural and historical landmarks at the El Pueblo de Los Angeles State Historic Park and at Fort Moore Memorial. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Section 26227 of the California Government Code allows for your Board to contract with other public agencies, private agencies or individuals to operate programs, which your Board determines will serve public purposes.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Service Excellence. By constructing the proposed improvements, pedestrian movement between El Pueblo de Los Angeles State Historic Park and Fort Moore Memorial will be enhanced for County residents who use these facilities, thereby improving their quality of life.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

The total preliminary engineering cost is estimated to be \$324,000. The County will be reimbursed for all expenditures with Metro grant funds. This project is included in the Fiscal Year 2006-07 Road Fund Budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement provides for the Foundation to perform or cause to be performed all work necessary to complete the preliminary engineering for the project and for the County to review and approve all preliminary engineering submittals and to reimburse the Foundation for the cost of the preliminary engineering, currently estimated to be \$324,000, using Metro grant funds.

The enclosed Agreement has been signed by the Foundation and has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of the enclosed Agreement for design services does not constitute a project as set forth by Sections 301 and 307 of the County's Environmental Document Reporting Procedures and Guidelines and Section 15378 of the California Environmental Quality Act. Therefore, this action does not require an environmental finding under the California Environmental Quality Act. An environmental review and the appropriate environmental document for the resulting project will be completed and submitted to your Board for adoption at the appropriate time.

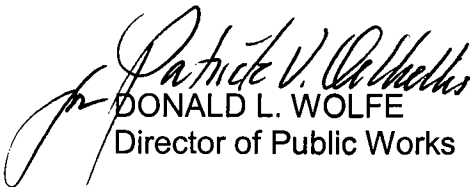
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed improvements are needed and of general County interest. The project will promote safe and efficient movement of pedestrians from Fort Moore Memorial to the cultural centers located in the El Pueblo District.

### **CONCLUSION**

Enclosed are four copies of the Agreement. Upon approval by your Board, please return three copies of the Agreement marked ORIGINAL along with one adopted copy of this letter for further processing. The Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

JGG:rr

C070458

P:\pdpub\Federal\PROJECTS\El Pueblo Walk\BL-La Plaza.doc

Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the LA PLAZA DE CULTURA Y ARTES FOUNDATION, a non-profit public interest foundation, (hereinafter referred to as FOUNDATION), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

## W I T N E S S E T H

WHEREAS, COUNTY and FOUNDATION propose to prepare design plans for a project to create a defined and enhanced pedestrian walkway from El Pueblo de Los Angeles State Historic Park to the Fort Moore Memorial (hereinafter referred to as PROJECT); and

WHEREAS, COUNTY has been awarded grant funds by the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as GRANT), to finance the design of PROJECT; and

WHEREAS, in accordance with the provisions of California Government Code Section 26227, COUNTY desires to utilize GRANT to reimburse FOUNDATION, up to a maximum amount of Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$324,000.00), for all work necessary to complete all preliminary studies and to prepare plans, specifications, and cost estimates for PROJECT, which work hereinafter is referred to as PRELIMINARY ENGINEERING; and

WHEREAS, PROJECT will enhance linkage of pedestrian routes and improve conditions for pedestrian access to cultural and historical landmarks at the El Pueblo de Los Angeles State Historic Park and at Fort Moore Memorial; and

WHEREAS, FOUNDATION'S mission and vision includes creating a multidisciplinary cultural complex that will showcase the many significant Mexican American contributions to Los Angeles history, art, culture, and food; and

WHEREAS, FOUNDATION, as part of PROJECT, proposes to construct a kiosk to promote knowledge, understanding, and appreciation of Mexican American heritage and culture by providing brochures that describe the historical landmarks within the project area; and

NOW, THEREFORE, in consideration of mutual benefits to be derived by the FOUNDATION and COUNTY and the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "PROJECT," as referred to in this AGREEMENT, shall consist of a defined and enhanced pedestrian walkway from El Pueblo de Los Angeles State Historic Park to the Fort Moore Memorial and shall include renovation of the existing walkway from Spring Street to Main Street; continuation of the walkway through an existing COUNTY-owned parking lot; renovation of the existing stairway from Broadway to Hill Street; installation of way finding signs along the entire walkway route to direct pedestrians to various city landmarks; installation of kiosk; investigation of the history, utility locations, site conditions, and other appropriate data necessary to design the improvements consistent with the appropriate historic setting, period and materials at this location; and development of concept a plan for improved pedestrian environment.
- b. "PRELIMINARY ENGINEERING," as referred to in this AGREEMENT, shall consist of conceptual landscape design services; design survey; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work to prepare for advertising of PROJECT for construction bids.

(2) FOUNDATION AGREES:

- a. To perform, or cause to be performed, PRELIMINARY ENGINEERING for PROJECT, in compliance with the procedures acceptable to COUNTY and in compliance with all applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act.
- b. Should construction of PROJECT go forward, to provide staff at the kiosk and maintain an inventory of brochures, at FOUNDATION expense, which discuss the historical, cultural, and sociological significance of various city landmarks in the downtown area.
- c. To obtain COUNTY'S approval of the PROJECT plans, specifications, and estimates.
- d. To provide detailed monthly billing invoices to COUNTY after execution of the AGREEMENT for costs incurred for PRELIMINARY ENGINEERING.
- e. To furnish COUNTY, within one hundred twenty (120) calendar days after approval of the PROJECT plans, specifications, and cost estimates, a final accounting of the actual costs of PRELIMINARY ENGINEERING including

an itemization of actual payments to engineering consultants and an itemized accounting of all actual labor, equipment, material, indirect, and miscellaneous costs incurred in the completion of PRELIMINARY ENGINEERING.

- f. To indemnify, release, defend, and hold harmless COUNTY, its officers, agents, employees and Board from and against any and all claims, liability and expenses, defense costs, and legal expenses (including attorney's and expert fees) of any kind whatsoever, including, without limitation, claims alleging personal injury or property damage relating to, arising out of or connected with any acts or omissions on the part of FOUNDATION, or any of its officers, directors, agents, employees, representatives, contractors or subcontractors, under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of FOUNDATION under this AGREEMENT.
- g. Without limiting FOUNDATION'S indemnification of COUNTY and during the term of this AGREEMENT, FOUNDATION shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and primary to, and not contributing with, any other insurance maintained by COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, 900 South Fremont Avenue, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by FOUNDATION to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

Such liability insurance shall be endorsed naming COUNTY as an additional insured and shall include:

- i. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars aggregate.
  - 1. If written with an annual aggregate limit, the policy limit should be two (2) times the above-required occurrence limit.

2. If written on a Claims Made Form, FOUNDATION shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
- ii. Comprehensive auto liability for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- iii. Workers Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million and 00/100 Dollar (\$1,000,000.00) limit, covering all persons the FOUNDATION is legally required to cover.
- h. To require FOUNDATION'S design consultant to maintain Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of FOUNDATION'S design consultant, its officers, or employees with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.

(3) COUNTY AGREES:

- a. To utilize the GRANT received from the Los Angeles County Metropolitan Transportation Authority to reimburse FOUNDATION for all costs related to PRELIMINARY ENGINEERING for PROJECT, up to maximum amount of Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$324,000.00).
- b. To review and approve all PRELIMINARY ENGINEERING submittals prepared by FOUNDATION.
- c. Upon receipt and approval of each FOUNDATION invoice, to pay FOUNDATION for the amount invoiced within thirty (30) calendar days.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may only be amended or modified in writing as mutually agreed to by COUNTY and FOUNDATION.
- b. COUNTY shall review the final accounting invoice prepared by FOUNDATION and report in writing any discrepancies to FOUNDATION within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to FOUNDATION within thirty (30)

calendar days after the date of said invoice. FOUNDATION shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of COUNTY'S written report. COUNTY shall make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of the FOUNDATION'S written justification. If any disputed amounts remain following the above procedure, COUNTY shall immediately pay these to FOUNDATION, under protest, as long as the aggregate amount does not exceed the maximum amount authorized by this AGREEMENT and may proceed to file any claim that may be appropriate.

- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

FOUNDATION:

Mr. Dan Mendoza  
La Plaza de Cultura y Artes  
4800 E. Cesar E. Chavez Avenue  
Los Angeles, CA 90022

COUNTY:

Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- d. FOUNDATION shall not assign, transfer, convey or otherwise dispose of this AGREEMENT or its rights, title, or any interest therein, without COUNTY'S prior written consent.
- e. FOUNDATION is not an agent or employee of the COUNTY by virtue of this AGREEMENT.
- f. During the performance of this AGREEMENT, FOUNDATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, age, marital status or national origin.
- g. If any provision or provisions of this AGREEMENT are for any reason adjudged to be unenforceable or invalid, it is the specific intent of both parties that the remainder shall subsist, be, and remain in full force and effect.



- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their representative officers, duly authorized by LA PLAZA DE CULTURA Y ARTES FOUNDATION on \_\_\_\_\_, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

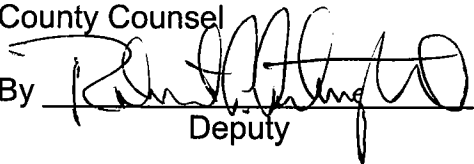
ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

LA PLAZA DE CULTURA Y ARTES  
A non-profit public interest foundation

By  \_\_\_\_\_

(Signature must be notarized.)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 17TH DAY OF NOVEMBER, 2006.

BY ERICK SERRATO

  
NOTARY PUBLIC

P:\pdpub\Federal\josie\El Pueblo Walk\design La Plaza-County Agrmt.doc

